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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TRUSTEES OF THE BRICKLAYERS &
 ALLIED CRAFTWORKERS LOCAL 13
 DEFINED CONTRIBUTION PENSION TRUST
 FOR SOUTHERN NEVADA; TRUSTEES OF
 THE BRICKLAYERS & ALLIED
 CRAFTWORKERS LOCAL 13 HEALTH
 BENEFITS FUND FOR SOUTHERN NEVADA;
 BRICKLAYERS & ALLIED CRAFTWORKERS
 LOCAL 13, NEVADA; TRUSTEES OF THE
 BRICKLAYERS AND TROWEL TRADES
 INTERNATIONAL PENSION FUND;
 TRUSTEES OF THE BRICKLAYERS AND
 TROWEL TRADES INTERNATIONAL
 HEALTH FUND; and TRUSTEES OF THE
 INTERNATIONAL MASONRY INSTITUTE,

Plaintiffs,

vs.

TILE CONCEPTS, INC., a Nevada corporation;
 MICHAEL ROGER TRIMBLE, individually; and
 CARLOS ANDRES CORZO, individually,

Defendants.

CASE NO.: 2:09-cv-1114-RCJ-PAL

**STIPULATION OF JUDGMENT WITH
 STAY OF EXECUTION AND ORDER
 THEREON**

AND JUDGMENT

This stipulation is entered into by and between the Plaintiffs and the Defendants in order to settle and conclude the above-referenced litigation between the parties relating to the payment of fringe benefit contributions and dues to Plaintiffs by Defendants. Accordingly, Plaintiffs TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 DEFINED CONTRIBUTION PENSION

1 TRUST FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13
2 HEALTH BENEFITS FUND; BRICKLAYERS AND ALLIED CRAFTWORKERS, LOCAL 13,
3 NEVADA; TRUSTEES OF THE BRICKLAYERS & TROWEL TRADES INTERNATIONAL
4 PENSION FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS
5 INTERNATIONAL HEALTH FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED
6 CRAFTWORKERS INTERNATIONAL ANNUITY FUND; and TRUSTEES OF THE
7 BRICKLAYERS & ALLIED CRAFTWORKERS INTERNATIONAL MASONRY INSTITUTE
8 (collectively, the "Trusts"), and Defendants TILE CONCEPTS, INC., a Nevada corporation ("TILE
9 CONCEPTS"); MICHAEL ROGER TRIMBLE, an individual; and CARLOS ANDRES CORZO, an
10 individual (collectively, the "Defendants"),
11

12 HEREBY STIPULATE AND AGREE, subject to the approval and Order of the Court, as
13 follows:
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15 1. The Defendants owe the Trusts the principal amount of Eight Thousand Four Dollars and
16 Twenty-Four Cents (\$8,004.24) with respect to the causes of action plead in the complaint herein. The
17 amount due is for unpaid fringe benefit contributions, unpaid dues, audit fees, attorney's fees and costs
18 associated with unpaid fringe benefit contributions due to the Trusts by Defendants for the audit period
19 of September 27, 2007, through December 31, 2008, inclusive.
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21 2. Judgment for the Trusts in the amount of \$8,004.24, together with interest at 14 percent
22 (14%) per annum from August 14, 2009, until paid in full, shall be entered against Defendants in the
23 form attached hereto marked as Exhibit "A."

24 3. It is understood and agreed by Defendants that the Trusts have not conducted an audit of
25 the payroll and related records of Defendants for any time periods after December 31, 2008, and that the
26 Judgment (Exhibit A) to be entered by the Court shall not prevent or otherwise preclude the Trusts under
27 the doctrines of equitable estoppel, collateral estoppel, res judicata, accord and satisfaction, or any other
28

1 ground or legal theory, from collecting any other amounts after December 31, 2008, that may be due to
2 the Trusts by Defendants pursuant to the terms of any agreement the Defendants have entered with
3 Plaintiffs.

4 4. Execution on the Judgment shall be stayed provided each of the following conditions is
5 met:

6
7 a. Defendants shall pay to Plaintiffs the sum of \$1,334.04 on the 15th day of each month, for six
8 consecutive months, commencing on September 15, 2009, and ending February 15, 2010.

9 Payments shall be made payable to the "*Bricklayers Trusts*" and mailed to Michael A. Urban of
10 the law firm of Laquer, Urban, Clifford & Hodge LLP, counsel for Plaintiffs located at 4270
11 South Decatur Blvd., Suite A9, Las Vegas, Nevada 89103.

12 b. Defendants agree that judgment shall be entered against Defendants in the form attached
13 hereto marked as Exhibit "A" if Defendants fail to make any of the promised monthly payments.

14 c. Defendants, pursuant to the terms of any collective bargaining agreement or other contract
15 with Plaintiffs, or any of them, shall submit monthly reports and pay fringe benefit contributions
16 to the Plaintiffs in a timely manner based on all hours worked by or paid to employees doing any
17 work covered by such collective bargaining agreement or other contract with respect to hours
18 worked by any covered employee after December 31, 2008.

19
20 5. If Defendants fail to satisfy any of the conditions in paragraph 4, the Plaintiffs shall have
21 the unconditional and immediate right to execute upon the Judgment for the full amount then due and
22 owing, without further notice to Defendants or Order of the Court.
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6. Defendants may pay the remaining balance due or any part thereof at any time without penalty.

DATED this 14th day of August, 2009.

LAQUER, URBAN, CLIFFORD & HODGE LLP

By: Douglas V. Ritchie
Michael A. Urban, Esq.
Douglas V. Ritchie, Esq.
Counsel for Plaintiffs

DATED this 25th day of August, 2009.

Tile Concepts, Inc., a Nevada corporation

By: Michael Trimble
Michael Trimble, President

DATED this 25th day of August, 2009.

By: Michael Trimble
Michael Trimble, Individually

DATED this ____ day of August, 2009.

By: [Signature]
Carlos Andres Corzo, Individually

ORDER

IT IS HEREBY ORDERED that the Stipulation of the parties is approved.

Let judgment be entered accordingly.

DATED this 9th day of August, 2010.



Gloria M. Navarro
United States District Judge